SECURITY AGREEMENT

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code; grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

. B	ORROWER(S) Paul R. Ashbrook						
ь.	Name .			Social Security or Employer Number			
٠.	1435 Complian Avenue	Caltians		California	94619		
٠.	Mailing Address		ity	State		Zip	
d. e.	Chief Place of Business Avenue	Cakland	ily	California	94619	Zip	
	Residence (individuals)	Ci	ity	State		Zip	
SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)				<u>1211</u>			

3. COLLATERAL DESCRIPTION (AND LOCATION):

One (1) new, eailed, 20,000 gallen, class DOT 111A100V-1 tankear, equipped with 100 - ten roller bearing trucks, manufactured by General American Transportation Corporation, at Sharen, Pennsylvania, in September 1971, initialed and numbered NELX 2203. To be operated within the Continental United States. Tunker includes all accounts and contract rights due from Belco Tunk Lines, Inc.

6489

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INTERSTATE COMMERCE COMMISSION

4. PURCHASE MONEY SECURITY INTERES	ST:				
If indicated by Borrower's initia	is, Bank is giving value to enable	Borrower !	o acquire rigi	hts in, or the use of, Co	llateral.
S. INCORPORATION OF PROVISIONS OF					
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SIGNATURE OF BORROWER(S)

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

1. WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents that:

- 1. Borrower's Title—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or
- Bovernment has or purports to have, or upon acquisition will have, any right, title, ilen, encumbrance, adverse datin, or interest in any Collaboral.

 Borrower's Authority—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
- 3. Information—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

II. COVENANTS AND AGREEMENTS: Borrower covenants and agrees that:

- 1. Payment—Borrower will pay any of Borrower's indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
- 2. Financial Condition-Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
- 3. Additional information—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
- Additional Documents—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
- Location and Identification—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
- Sale, Lease, or Disposition—Except as specified herein, Barrower will not, without written consent of Bank, sell, contract to sell, lease, encumber, or dispose of the Collateral until the Indebtedness to Bank has been completely discharged.
- 7. Maintenance, Repair, Use and Inspection—Borrower will maintain and repair the Collateral; will use the Collateral lawfully and only within insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
- Cultivation and Animal Husbandry—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using nethods of cultivation and animal husbandry acceptable to Bank.
- Insurance—Borrower will insure the Collateral, with Bank as Loss Payee, in form and amounts, with companies, and against risks and liability satisfactory to Bank and hereby assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to
- cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or other refund or return.

 Decrease in Value of Collateral—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total Indebtedness by an amount sufficient to satisfy the Bank.
- Taxes-Assessments-Charges-Liens-Encumbrances-Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty owned by Borrower, the realty on which the Collateral is located.
- Defense of Title-Borrower at its own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
- Appointment of Bank as Attorney in Fact; Reimbursement—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may Incur while acting as Borrower's Attorney in Fact.
- Endorser-Surety-Guarantor—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either at Bank's option, pay all of Borrower's indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
- 15. Purchase Money-Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.
- III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems litself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired) Bank, in addition to any remedies provided by law or the Agreement, and to the extent provided by law, may:
 - 1. Expenses—incur expenses (including reasonable attorney's fees, legal expenses and costs) to exercise any right or power under the Agreement.
 - Require Additional Collateral-demand that Borrower provide enough additional Collateral to satisfy the Bank.
 - Performance of Borrower's Obligations by Bank—(but need not) perform any obligation of Borrower, and may (but need not) make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses.
 - Set-Off—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given. Default—declare, without notice to the Borrower, that a default has occurred.
 - -declare, without notice to the Borrower, that a default has occurred.
 - Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
 - Possession—If not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank, render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
 - Notice—notify other interested persons or entitles of the default, acceleration and other actions of the Bank.
 - Suit, Retention or Disposition of Collateral, Application of Proceeds—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and indebtedness, dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

JY. RULES TO CONSTRUE AGREEMENT: Borrower understands and agrees that:

- 1. Time of Essence—Time is of the essence of the Agreement.
- Waiver-Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a walver of any other similar default subsequently occurring.
- -The Agreement contains the entire security agreement between Bank and Borrower.
- Entire Agreement—The Agreement contains the entire security agreement between Bank and Barrower.

 Assignments, etc.—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
- 5. Multiple Borrowers-
- Multiple Borrowers—When more than one Borrower signs the Agreement all agree: a. Construction—that whenever "Borrower" appears in the Agreement it shall be read "each Borrower."
 - b. Breach—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
 - c. Liability—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies oc rights against one Borrower, shall not affect the liability of any other Borrower.
 - -all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's

RECORDATION NO Filed & Recorded

DEC 2 1972 -11 35 AM

INTERSTATE COMMERCE COMMISSION

MORTGAGE OF CHATTELS

>

THIS MORTGAGE, made the 11th day of November by Paul Ashbrook	i., in the year 1971,						
of 4439 Tompkins Avenue, Oakland, California							
in the City of Oakland County of Alameda	, State of California,						
Mortgagor, to Central Bank, N.A.	}						
a Banking Corporation organized and existing under the laws of the United States	1						
having its principal place of business in the City of Oakland	·						
County of Alameda ,, State of California, Mortgag	gee,						

WITNESSETH:

One (1) new, coiled, 20,000 gallon, class DOT 111A100W-1 tankcar; equipped with 100 - ton roller bearing trucks, manufactured by General American Transportation Corporation, at Sharon, Pennsylvania, in September 1971, initialed and numbered RELX 2203. Tanker includes all accounts and contract rights due from Relco Tank Lines, Inc.

- (\$17,200.00) with interest thereon, according to the terms of a promissory note of even date herewith, executed by Mortgagor, payable to Mortgagee or order, and any and all renewals thereof, and any and all renewals of any other indebtedness or obligations secured hereby, and
- The repayment of any and all sums and amounts that may be advanced or expenditures that may be made by Mortgagee subsequent to the execution of this Mortgage for the maintenance or preservation of the mortgaged property or any part thereof or that may be advanced or expended by Mortgagee pursuant to any of the provisions of this Mortgage subsequent to its execution, together with interest on all such advances or expenditures, and
- (c) The repayment of any and all sums that may be advanced to Mortgagor by Mortgagee or indebt-edness or obligations that may be incurred by Mortgagor to Mortgagee subsequent to the execution of this Mortgage, together with interest thereon.

The maximum amount the repayment of which is secured by this Mortgage is Eighteen thousand,

eight hundred thirty forbollars (\$ 18,834.00), (2) but the creation of debts in such amount or

have existed and been repaid or discharged hereunder.

MORTGAGOR AGREES to do and perform each of the following:

- (a) To do all acts which may be necessary to maintain, preserve and protect said mortgaged property; to keep said mortgaged properry in good condition and repair, not to commit or permit any waste of said mortgaged property, nor to commit or permit any act with regard to said property in violation of law.
- (b) To pay, at least ten (10) days before delinquency, all taxes and assessments now or hereafter imposed on or affecting said mortgaged property, and to pay when due, with interest thereon, all encumbrances, charges and liens on said mortgaged property, or any part thereof, which appear to be prior or superior hereto.
- (c) To insure said mortgaged property and to keep all said property insured against fire and any other hazards designated by Mortgagee in amounts satisfactory to Mortgagee, but such insurance protection shall at all times be in amounts at least equal to the amount of Mortgagor's unpaid indebtedness secured hereby. All policies of such insurance shall: (1) be in insurance carriers approved by Mortgagee, (2) at request of Mortgagee be delivered to it, and (3) provide that any loss thereunder be payable to Mortgagee. The amount collected under any fire or other insurance policy may be applied by Mortgagee upon any indebtedness or obligations secured hereby or to the restoration of any or all of said mortgaged property in such manner as Mortgagee may determine, or at option of Mortgagee the entire amount so collected or any part thereof may be released to Mortgagor. Such application or use shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice,
- (d) To keep said mortgaged property separate and always capable of identification; not to sell, contract to sell, lease, encumber, dispose of or permit the consumption of all or any part of said mortgaged property from the premises on which it is now located or on which it may hereafter be located, without the written consent of Mortgagee.
- (e) To appear in and defend any and all actions or proceedings purporting to affect the security interest of Mortgagee in or title to all or any part of said mortgaged property; to pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Mortgagee might appear, and Mortgagor hereby warrants that he is the sole owner and in possession of all said mortgaged property and that said mortgaged property is free and clear of all hens, encumbrances and adverse claims with the exception of the lien of this Chattel Mortgage.
- (f) To give to Mortgagee further security or to make payments on account to Mortgagee in the event there shall hereafter be a decrease in the value of said mortgaged property. Such further security or payments shall be in an amount or to the extent sufficient to offset said decrease in value.

Mortgagor further agrees that a failure on the part of Mortgagor to do and perform any of the foregoing shall constitute a default under this Chattel Mortgage.

THE PARTIES HERETO MUTUALLY AGREE:

- 1. If Mortgagor fails to make any payment or do any act as herein agreed, then Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor, may make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in said mortgaged property, Mortgagee being hereby authorized to take possession of said mortgaged property or any part thereof and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior to the lien of this Chattel Mortgage, and in exercising any such powers and authority to pay necessary expenses, one low counsel and pay them reasonable fees. Mortgagee's determination as to whether Mortgagor has failed to make any payment or do any act where herein required shall be final and conclusive. Mortgagor hereby agrees to repay immediately, and without demand, all sums so expended by Mortgagee pursuant to the provisions of this paragraph, with interest from date of expenditure at the rate of eight per cent (8%) per annum. (5°0) per annum.
- If Mortgagor shall default in the payment of any of the indebtedness, obligations or liabilities secured hereby, including interest, or shall default in the performance of any other agreement herein contained, then Mortgagee at its option, without demand upon or notice to Mortgagor, may and he is hereby empowered to do the following:
 - (a) Declare all indebtedness, obligations and habilities secured hereby to be immediately due and payable; or
- (b) Proceed to foreclose this Mortgage according to law, and in any action of foreclosure (1) there shall be due from Mortgagor to the plaintiff in such action, immediately upon the commencement thereof, an attorneys' fee of One Hundred Dollars (\$100.00), and, if the action goes to judgment, a further attorneys' fee equal to five per cent (5%) of the amount found cue, which sums Mortgagor agrees to pay and which shall be included in the judgment in such action, and (2) plaintiff in such action shall be entitled to the appointment of a Receiver, without notice, to take possession of all or any part of said mortgaged property and to exercise such powers as the Court shall
- (c) With or without foreclosure action, enter upon the premises where said mortgaged property or any part thereof may be and take possession thereof and remove or sell and dispose of said mortgaged property or any part thereof at public or private sale.

 No power or remedy herein conferred upon the Mortgagee is exclusive of or shall prejudice any other power or remedy of the Mort-

gagee, and each such power and remedy may be exercised from time to time and as often as is decined necessary.

3. The sale described in Paragraph 2(c) of this Chattel Mortgage may be held by Mortgage's without any previous demand of performance or notice to Mortgagor of any such sale; and notice of sale, demand of performance, and all other notices and demands are hereby expressly waived by Mortgagor. Said mortgaged property, or any part thereof, may be sold in one or more lots, and at one or more sales, which may be held on different days and which need not be held within view of the property being sold. Mortgagee may postpone the sale of all or any portion of said mortgaged property from time to time by public announcement at the time and place of sale u sold at public Mortgagee shall deduct and retain from the proceeds of such sale or sales all reasonable costs and expenses paid or incurred in the taking, removal and sale of said property, including any reasonable attorneys' fees incurred or paid by Mortgagee; the balance of the proceeds shall be applied by Mortgagee upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as the Mortgagee may determine, and the surplus, if any, shall be paid to the Mortgagor or to the person or persons lawfully entitled to receive the same.

At any sale or sales made under this Mortgage or authorized herein, or at any sale or sales made upon foreclosure of this Mortgage, Mortgagee (or its representative) may bid for and purchase any property being sold, and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

- 4. Mortgagor hereby assigns to Mortgagee all sums now or hereafter payable to Mortgagor as the proceeds of sale of said mortgaged property, or any part thereof, and any and all sums now or hereafter payable to Mortgagor under the terms of any agreement for the sale or marketing of said mortgaged property, or any part thereof; provided, however, that nothing in this paragraph contained shall be construed to waive or in any way affect the lien of this Mortgage or the limitations, hereinabove expressed, upon the Mortgagor's right to deal with said mortgaged property without Mortgagee's written consent.
- 5. By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive or in any manner affect its right to require prompt payment when due of all other sums so secured and to declare a default for failure of Mortgagor so to pay. The waiver by Mortgagee of any default of Mortgagor under this Chattel Mortgage shall not be or be deemed to be a waiver of any other or similar default subsequently occurring.
- 6. If any change occurs in the title to all or any part of said mortgaged property, Mortgagee may, without any notice or demand at its discretion, from time to time, and without in any way impairing or releasing the obligations of Mortgagor hereunder do any of the following.
 - (a) Take, exchange or release security for any of the obligations now or hereafter secured hereby;
 - (b) Extend the time for payment of said obligations;
 - (c) Otherwise change the terms of said obligations;
 - (d) Declare the whole of the balance of principal of said indebtedness secured hereby and the accrued interest to be due and payable immediately.
- 7. Mortgagee shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers bereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Mortgagee's acceptance of this Mortgage shall not affect or prejudice Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, and Mortgagee shall be entitled to exercise all rights of set-off and of banker's lien to the same effect and in the same manner as if this Mortgage had not been given.
- 8. Any Mortgagor who is a married woman and who has joined in the execution of any indebtedness or obligation secured by this Chattel Mortgage hereby expressly agrees to the habitet of her separate property for the repayment of such indebtedness. Such agreement and assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein.
- 9. This Mortgage is taken to secure, among other things, funds that may be advanced hereafter from the Mortgages or assigns, at the option of either to the Mortgagor, Mortgagors or any of them, which funds to be advanced shall be for the purpose of financing the Mortgagor, Mortgagors or any of them during any regular production period or periods involving the property or any part thereof encumbered by or described in this Mortgage.
- 10. The provisions of this Chattel Mortgage are hereby made applicable to and shall inure to the benefit of and bind all parties hereto and their heirs, legatees, devisees, administrators, executors, successors and assigns (including a pledgee of any indebtedness secured hereby). The masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Should more than one person execute this Chattel Mortgage as Mortgagor, the undertakings of the Mortgagor herein contained shall be deemed to be their joint and several undertakings.

In WITNESS WHEREOF, Mortgagor has executed these presents the day and year first above written.

X want all rote

WHEN TO USE THIS FORM:

This form of mortgage should only be used when it is desired to mortgage chattels exclusively. If crops alone, or crops and chattels together are to be mortgaged, use of another form, to-wit, Mortgage of Crops or Mortgage of Crops and Chattels, as the case may be, is recommended.

This mortgage may also be used when it is desired to mortgage livestock or other animate chattels. If at the time the mortgage is executed the mortgagor does not own part or any of the livestock or other animate chattels to be covered by the mortgage, but is to use the proceeds of the loan or any part thereof thereafter to buy the property to be mortgaged, then a special description is to be used as provided in Section 2977, Civil Code. In such a case the bank's counsel should be consulted as to the form of the mortgage and the description of the property to be mortgaged.

NOTE—THIS MORTGAGE MUST BE PROPERLY ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

RECORDATION INSTRUCTIONS:

- 1. If this Mortgage covers animate personal property, such as livestock, etc., it MUST be recorded in the County where the Mortgagor resides at the time this Mortgage is executed; if the Mortgagor is a non-resident of California, then in the County where the property mortgaged is located at the time this Mortgage is executed.
- 2. If this Mortgage covers inanimate personal property, it MUST be recorded (a) in the County where the property mortgaged is located at the time this Mortgage is executed; and also (b) in the County where the Mort-

STATE OF CALIFORNIA,		}	(ACKNOWLEDGMENT BY INDIVIDUAL)			
	County of Alameda		,			
• On and Ser	this twenty-third day of November venty-One before me G.F. Lyon		in the year One Thousand Nine Hundred			
a Notar	y Public in and for said Alameda	residing	therein, duly commissioned and sworn, personally appeared			
known t	to me to be the personwhose name	subscribed to the within instrument, and acknowledged that				
he e	recuted the same.	~ .				
of	Alaseda The description of the day and year in the	Notary Public in and for the				
	G. F. LYON	Notary I	Public in and for the			
	NOTA FERRIC - ALFORNIA		Alameda , State of California			
	y amount of the trade that					
	County of	at. (ACKNOWLEDGMENT BY CORPORATION)				
On	this day of		, in the year One Thousand Nine Hundred			
and	Dublic in and for said Court		g therein, duly commissioned and sworn, personally appeared			
a Nota	ry rubic in and for said County	y, residin	g therein, duty commissioned and sworn, bersonany appeared			
known of the c	to me to be the	 wn to me t	to be the person—who executed it on behalf of the corporation			
therein	named, and acknowledged to me that such corporation exected of directors.	uted the	within instrument pursuant to its by-laws or a resolution of			
15	WITNESS WHEREOF, I have hereunto set my hand and		y official seal at my office in the			
ot ,	, the day and year in t		neate first above written.			
		Notary 1	Public in and for the County State of California.			
	STATE OF CALIFORNIA,	(ACKNOWLEDGMENT BY PARTNERSHIP) in the year One Thousand Nine Hundred				
	·					
	County of					
and	before me					
a Notar	y Public in and for saidCounty,	residing t	therein, duly commissioned and sworn, personally appeared, known to me to be one of the partners of			
the part	nership that executed the within instrument, and acknowledge	ed to me	that such partnership executed the same.			
of	, the day and year in the	his certific	y official scal at my othce in the			
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